

ZB# 78-8

James Radley/
Crescenzo Simone

45-1-7

78-8- Radley, James A. & Crescenzo Simone

Public Hearing
March 13, 1978
8 p.m.

Use Variance
needed -

not permitted in
R4 zone because
of sales.

GENERAL RECEIPT

3591

TOWN OF NEW WINDSOR
555 Union Avenue
New Windsor, N. Y. 12550

RECEIVED OF Radley & Simeone (H. Bloom) Mar 17 1978
Fifty and 00/100 \$ 50.00
DOLLARS

FOR Zoning Variance #78-8

DISTRIBUTION:		
FUND	CODE	AMOUNT
50.00		
check		

BY Charlotte Marcantonio
Deputy
TITLE

RECEIVED OF

Radley & Simeone (H. Bloom)

\$ 50.00

FOR

Zoning Variance #78-8

DISTRIBUTION:

FUND	CODE	AMOUNT
50.00		
check		

BY

Charlotte Marcantonio

Deputy

TITLE

Williamson Law Book Co., Rochester, N. Y. 14609

Variance granted
with restrictions:

- ① No outside display of antiques on lawn.
- ② Upon sale of the house, no business use would exist. No transfer of "use" to confirm w/ ZO.
- ③ No other accessory use - other than antiques to the basement area.
- ④ Business use would be confined to the basement area.
- ⑤

Legal Notice
 PUBLIC NOTICE OF
 HEARING BEFORE
 ZONING BOARD OF
 APPEALS TOWN OF
 NEW WINDSOR
 PLEASE TAKE NOTICE that the
 Zoning Board of Appeals of the
 TOWN OF NEW WINDSOR, New
 York will hold a Public Hearing pur-
 suant to Section 48-33A of the Zoning
 Ordinance on the following
 proposition:
 Appeal No: 8
 Request of Crescenzo Simeone and
 James A. Radley, Jr. for a
 VARIANCE of the regulations of the
 Zoning Ordinance, to permit the use
 of the instant premises, in an
 accessory manner, as an antique
 shop in conjunction with the
 residence of the owner.
 Being a VARIANCE of Sections 48-
 8, 48-9, and 48-10 Table of Use
 Regulations for property situated as
 follows:
 On the westerly side of NYS Route
 94, bounded on the north by
 "Morrow" and on the south by
 "Kiss" and designated on the Tax
 Map as 45-17.
 SAID HEARING will take place on
 the 13th day of March, 1978, at the
 New Windsor Town Hall, 555 Union
 Avenue, New Windsor, N.Y. begin-
 ing at 8 o'clock P.M.
 Chairman
 Mark Storlecky
 By: Patricia Razansky,
 Secretary
 Mar 4

**State of New York
 County of Orange, ss:**

Olga Trachewsky, being duly sworn deposes and
 says that he is ^SPrincipal Clerk..... of Newburgh-
 Beacon News Co., Inc., Publisher of The Evening News.
 a daily newspaper published and of general circulation in
 the Counties of Orange and Dutchess, and that the notice
 of which the annexed is a true copy was published
 One Time
 in said newspaper, commencing on the..... 4th day of
 March A.D., 19 78, and ending on
 the 4th day of March A.D., 19 78

Subscribed and sworn to before me this
 4th day of March 19 78

Notary Public of the State of New York, County of Orange.
 MY COMMISSION EXPIRES MARCH 30, 19 79

Olga Trachewsky
Patricia M. Harrison

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

In the Matter of the Application of
JAMES A. RADLEY, JR. and CRESCENZO SIMEONE
Application #78-8.

Amended
DECISION GRANTING
USE VARIANCE

WHEREAS, JAMES A. RADLEY, JR. and CRESCENZO SIMEONE, of 757 Little Britain Road, New Windsor, New York and 2366 East 3rd Street, Brooklyn, New York, respectively, have made application for a use variance from the provisions of the Zoning Local Law to allow retail sales of antiques from the premises known as 634 Blooming Grove Tpk., in the Town of New Windsor, New York, as an accessory use to the residence of Mr. Radley thereof; and

WHEREAS, JAMES A. RADLEY, JR. has entered into a contract to purchase the premises in question from CRESCENZO SIMEONE, owner of the premises known as 634 Blooming Grove Tpk., New Windsor, New York; and

WHEREAS, a public hearing on the application was held by the Zoning Board of Appeals at the Town Hall, New Windsor, N. Y. on the 13th day of March, 1978 after due notice by publication in The Evening News and due notice to residents and businesses within 500 feet of the subject premises by certified mail; and

WHEREAS, at the public hearing there were no objections raised to the application before the board, but one resident stated that he would object to Mr. Radley displaying antiques on the front lawn of the property; and

WHEREAS, the Zoning Board of Appeals makes the following findings of fact in this matter:

(1) The proposed use variance would be in good taste and would not be offensive to the area.

(2) The evidence before the board demonstrated that the location of the premises on Route 94 has made the property virtually unsaleable unless the use

variance is granted to the applicants, JAMES A. RADLEY, JR. and CRESCENZO SIMEONE.

(3) The plight of the applicant is due to the location of the residence on a major artery of the town.

(4) The essential character of the neighborhood as a residential community would not be altered by the addition of a small antique shop.

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor makes the following determinations of law in this matter:

(1) Failure to grant the variance would result in unnecessary hardship to the applicants.

(2) The land in question cannot yield a reasonable return if used only for a purpose permitted by the Zoning Ordinance.

(3) The plight of the applicants is due to unique circumstances and not to general conditions in the neighborhood.

(4) The use sought by the variance will not alter the essential character of the locality.

The decision is based in part on the personal observation of the Zoning Board of Appeals members with respect to the condition and appearance of the area and the saleability of homes in the area. The majority of the members were personally familiar.

NOW THEREFORE BE IT RESOLVED that the Zoning Board of Appeals of the Town of New Windsor grants a use variance to James A. Radley and Crescnzo Simeone (owner of the premises) for a use variance for retail sales of antiques as an accessory to a residence located at 634 Blooming Grove Tpk., in the Town of New Windsor, New York with the following restrictions:

(1) There is to be no outside display of antiques;

(2) Upon the sale of the house by Mr. Radley, there will be no transfer of the retail sales use;

(3) If there is a sign outside of the residence, it is to conform

to the Sign Ordinance in the Town of New Windsor;

(4) No other accessory use, other than the retail sales of antiques, shall be permitted; and

(5) The retail sales use would be confined to the basement area only.

BE IT FURTHER

RESOLVED that the Secretary of the Zoning Board of Appeals transmit a copy of this decision to the Town Clerk, Town Planning Board and applicants' attorney.

Dated: ^{Apr.} ~~March~~ 10, 1978.

S/ Mark Storteckey
Chairman



COUNTY OF ORANGE

MAR 14 1978

Department of Planning

124 MAIN STREET (1887 Building)

GOSHEN, NEW YORK 10924

TEL. (914) 294-5151

Peter Garrison, A.I.P., Commissioner

Edwin J. Garling, A.I.P., Deputy Commissioner

March 10, 1978

Mr. Theodore Jargstorf, Chairman
New Windsor Zoning Board of Appeals
Town Hall
Union Avenue
New Windsor, New York 12550

Re: Variance - Simeone and Redley
(Rte. 94)

Dear Mr. Jargstorf:

This office, pursuant to the provisions of Section 239, l and m, Article 12B of the General Municipal Law of the State of New York, has received the above subject variance.

We hereby return the matter for final local determination.

Very truly yours,

Peter Garrison
Peter Garrison
Commissioner of Planning

PG/jm

(914) 565-8550

April 12, 1978

Daniel J. Bloom, Esq.
Bloom & Bloom
P. O. Box 477
Vails Gate, N. Y. 12584

RE: APPLICATION FOR USE VARIANCE - RADLEY/SIMEONE
#78-8

Dear Dan:

Enclosed please find an Amended Decision Granting Use Variance
in the above entitled matter which was acted upon at the April 10,
1978 meeting of the Zoning Board of Appeals.

Very truly yours,

PATRICIA RAZANSKY, Secretary
New Windsor Zoning Board of Appeals

/pr

Enclosure

AFFIDAVIT OF SERVICE BY MAIL

STATE OF NEW YORK)

: ss.:

COUNTY OF ORANGE)

BETTY B. MANS, being duly sworn, deposes and says:

I am not a party to the action, am over 18 years of age and reside at No. 16 Tamara Lane, Cornwall, New York 12518.

I served a true copy of the Notice of Public Hearing in the matter of JAMES A. RADLEY, JR., and CRESCENZO SIMEONE, to the individuals named in the annexed list of surrounding property owners at the addresses set forth therein via certified mail, return-receipt requested, and to the Department of Planning, County of Orange, 124 Main Street, Goshen, New York 10924 (Attn.: Mr. Peter Garrison, Commissioner of Planning), via certified mail, return-receipt requested, by mailing the same in a sealed envelope, with postage prepaid thereon, in a post-office of the U.S. Postal Service within the State of New York, on the 3rd day of March, 1978.

Betty B. Mans

Betty B. Mans

Sworn to before me this

3rd day of March, 1978.

Carol A. Lynn

Carol A. Lynn - Rotary Public
State of N.Y. - Orange County
My Commission expires 3/30/78

LAW OFFICES

Daniel J. Bloom

Peter F. Bloom

ROUTE 94 POST OFFICE BOX 477
VALE GATE, NEW YORK 12584

LIST OF PROPERTY OWNERS

- | | |
|--|---|
| ✓Repko, John W.
P.O. Box 1052
Newburgh, N.Y. 12550 | ✓Koder, Jesse E. & Barbara
49 Parade Place
New Windsor, N.Y. 12550 |
| ✓Williams, Palmer R. & Marie T.
9 Continental Drive
New Windsor, N.Y. 12550 | ✓Fintell, Martha H.
P.O. Box 4152
Newburgh, N.Y. 12550 |
| ✓Mc Cracken, William J. & Theresa M.
7 Continental Drive
New Windsor, N.Y. 12550 | ✓Graves, Helen M.
P.O. Box 91
Vails Gate, N.Y. 12584 |
| ✓Lawson, Frank J. & Pauline T.
5 Continental Drive
New Windsor, N.Y. 12550 | ✓Morrow, John J. & Anna S.
630 Blooming Grove Tpke.
New Windsor, N.Y. 12550 |
| ✓Pellegrino, Joseph J. & Vita
3 Continental Drive
New Windsor, N.Y. 12550 | ✓Kiss, Ernest & Helen
640 Blooming Grove Tpke,
New Windsor, N.Y. 12550 |
| ✓Mc Courtney, Bernard J. & Selene
1 Continental Drive
New Windsor, N.Y. 12550 | ✓Voelker, Juergen E. & Maria A.
642 Blooming Grove Tpke.
New Windsor, N.Y. 12550 |
| ✓Jesse, Earl & Hazel V.
6 Cannon Drive
New Windsor, N.Y. 12550 | ✓Puzzo, Frank S. & Maria
646 Blooming Grove Tpke.
New Windsor, N.Y. 12550 |
| ✓Bresnan, James J. Jr. & Paula L.
8 Cannon Drive
New Windsor, N.Y. 12550 | ✓Wolf from, Francis J. & Madeline E.
650 Blooming Grove Tpke.
New Windsor, N.Y. 12550 |
| ✓Benjamin, Walter & Nina
43 Parade Place
New Windsor, N.Y. 12550 | ✓Pavlik, Frank T. & Barbara R.
90 Continental drive
New Windsor, N.Y. 12550 |
| ✓Lowe, Oakey W. & Penelope
45 Parade Place
New Windsor, N.Y. 12550 | ✓Gigliotti, John J. & Anna A.
92 Continental Drive
New Windsor, N.Y. 12550 |
| ✓Berean, Howard A. & Laurine R.
47 Parade Place
New Windsor, N.Y. 12550 | ✓Oberlander, Alvina
94 Continental Drive
New Windsor, N.Y. 12550 |

✓ Mahoney, John & Marguerite
96 Continental Drive
New Windsor, N.Y. 12550

✓ Huey, George W. & Frances G.
704 Blooming Grove Tpke.
New Windsor, N.Y. 12550

✓ Van Duzer, Eleazer B. & Leona A.
98 Continental drive
New Windsor, N.Y. 12550

✓ Loehle, W. David & Lucy D.
100 Continental Drive
New Windsor, N.Y. 12550

✓ Sanchez, Elcido P. & Digna
12 Continental Drive
New Windsor, N.Y. 12550

✓ Hyde, Barbara A.
14 Continental Drive
New Windsor, N.Y. 12550

✓ Frederick, Edmund & Martha
16 Continental Drive
New Windsor, N.Y. 12550

✓ McQuade Foundation
621 Blooming Grove Tpke.
New Windsor, N.Y. 12550

✓ Watkins, I. Scott & Yvonne E.
2 Rocky Lane
New Windsor, N.Y. 12550

✓ Burnham, W. Morgan & Elsa B.
P.O. Box 11
Vails Gate, N.Y. 12584

✓ Mc Grath, Richard F. & Cora L.
3 Rocky Lane
New Windsor, N.Y. 12550

✓ Suraci, James F. & Donna M.
27 Provost Drive
New Windsor, N.Y. 12550

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

78-8.
(Number)

March 9, 1978
(Date)

I. Applicant information:

- CRESCENZO SIMEONE
2366 East 3rd Street
(a) Brooklyn, Kings County, New York
(Name, address and phone of Applicant)
JAMES A. RADLEY, JR.
757 Little Britain Road
(b) New Windsor, Orange County, New York (564-6752)
(Name, address and phone of purchaser or lessee)
DANIEL J. BLOOM & PETER E. BLOOM, ESQS. (Daniel J. Bloom--
(c) of Counsel), P.O. Box 477, Vails Gate, NY 12584 (561-6920)
(Name, address and phone of attorney)
JOHN J. LEASE REAL ESTATE
(d) 313 Broadway, Newburgh, New York 12550 (565-2800)
(Name, address and phone of broker)

II. Application type:

- ☒ Use variance
☐ Area variance
☐ Sign variance
☐ Special permit

III. Property information:

- (a) R-4 634 Bloominggrove Tpke. 45-1 - 7 115' x 135'
(Zone) (Address) New Windsor, (M B L) (Lot size)
New York
(b) What other zones lie within 500 ft.? None
(c) Is a pending sale or lease subject to ZBA approval of
this application? Yes
(d) When was property purchased by present owner? 12/20/65
(e) Has property been subdivided previously? No When? --
(f) Has property been subject of variance or special permit
previously? No When? --
(g) Has an order-to-remedy violation been issued against the property by
the Zoning Inspector? No If so, when --
(h) Is there any outside storage at the property now or is any proposed?

78-8.
(Number)

March 9, 1978
(Date)

I. Applicant information:

- CRESCENZO SIMEONE
2366 East 3rd Street
(a) Brooklyn, Kings County, New York
(Name, address and phone of Applicant)
JAMES A. RADLEY, JR.
757 Little Britain Road
(b) New Windsor, Orange County, New York (564-6752)
(Name, address and phone of purchaser or lessee)
DANIEL J. BLOOM & PETER E. BLOOM, ESQS. (Daniel J. Bloom--
(c) of Counsel), P.O. Box 477, Vails Gate, NY 12584 (561-6920)
(Name, address and phone of attorney)
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(b) What other zones lie within 500 ft.? None
(c) Is a pending sale or lease subject to ZBA approval of
this application? Yes
(d) When was property purchased by present owner? 12/20/65
(e) Has property been subdivided previously? No When? --
(f) Has property been subject of variance or special permit
previously? No When? --
(g) Has an order-to-remedy violation been issued against the property by
the Zoning Inspector? No . If so, when --
(h) Is there any outside storage at the property now or is any proposed?
Describe in detail. No

☒ IV. Use variance:

- (a) Use Variance requested from New Windsor Zoning Local Law, Section 48-8, Table use Regs., Column C, to allow

the use of subject premises as personal residence of contract purchaser (Radley) as well as for conduct of retail business of "antique shop" (as an accessory use) to be solely owned and operated by contract purchaser (Radley) and his wife.

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application. Subject property has been listed and actively offered for sale by broker since August 11, 1974. During that time, broker has shown property to 15 prospects, most, if not all of which, refused to buy due to proximity of house to county highway (Route 94). In addition, the neighborhood surrounding subject premises on Route 94 has substantially changed in the last ten years to one of a more commercial nature. If the variance is granted, no changes will be made to the exterior of the building, which will retain its personal residential appearance.

☐ V. Area variance: (Not Applicable)

- (a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u>/</u>	<u>/</u>	<u>/</u>
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

* Residential districts only

RESIDENCE OF CONTRACT

(Describe proposed use)
purchaser (Radley) as well as for conduct of retail

business of "antique shop" (as an accessory use) to be

solely owned and operated by contract purchaser (Radley)

and his wife.

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.
Subject property has been listed and actively offered for sale by broker since August 11, 1974. During that time, broker has shown property to 15 prospects, most, if not all of which, refused to buy due to proximity of house to county highway (Route 94). In addition, the neighborhood surrounding subject premises on Route 94 has substantially changed in the last ten years to one of a more commercial nature. If the variance is granted, no changes will be made to the exterior of the building, which will retain its personal residential appearance.



V. Area variance: (Not Applicable)

- (a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

* Residential districts only

** Non-residential districts only

(b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you have made to alleviate the difficulty other than this application.

☐ VI. Sign Variance: (Not Applicable)

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
<hr/>			
Total	_____ sq.ft.	_____ sq.ft.	_____ sq.ft.

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

☐ VI. Sign Variance: (Not Applicable)

(a) Variance requested from New Windsor Zoning Local Law,
Section _____, Table _____, Column _____.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
Total	_____sq.ft.	_____sq.ft.	_____sq.ft.

(b) Describe in detail the sign(s) for which you seek a
variance, and set forth your reasons for requiring
extra or oversize signs.

(c) What is total area in square feet of all signs on premises including
signs on windows, face of building, and free-standing signs?

☐ VII. Special Permit: (Not Applicable)

(a) Special permit requested under New Windsor Zoning Local Law, Section _____, Table _____, Column _____.

(b) Describe in detail the use and structures proposed for the special permit.

☐ VIII. Additional comments: (Not Applicable)

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

☒ IX. Attachments required:

___ Copy of letter of referral from Building and Zoning Inspector.

X Copy of contract of sale, lease or franchise agreement.

X Copy of tax map showing adjacent properties

___ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.

___ Copy(ies) of sign(s) with dimensions.

X Check in amount of \$ 50.00 payable to Town of New Windsor.

Photos of existing premises which show all present signs and landscaping.

- (b) Describe in detail the use and structures proposed for the special permit.

☐ VIII. Additional comments: (Not Applicable)

- (a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

☒ IX. Attachments required:

- ☐ Copy of letter of referral from Building and Zoning Inspector.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of tax map showing adjacent properties
- ☐ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☐ Copy(ies) of sign(s) with dimensions.
- ☒ Check in amount of \$ 50.00 payable to Town of New Windsor.
- Photos of existing premises which show all present signs and landscaping.
- All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.
- ☐ Other

(Official Use Only)

X. AFFIDAVIT.

Date March 9, 1978

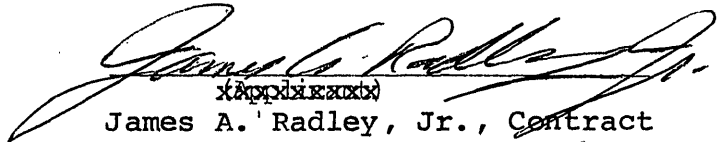
STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

Contract Purchaser

The Undersigned ~~Applicant~~, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his knowledge or to the best of his information and belief. **Contract Purchaser** ~~Applicant~~ further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.


~~Applicant~~
James A. Radley, Jr., **Contract Purchaser**

Sworn to before me this

9th day of March, 1978



CAROL A. LYNN

Notary Public, State of New York
Residing in Orange County
Commission expires March 30, 1978

XI. ZBA Action:

(a) Public Hearing date March 13, 1978

(b) Variance is _____

(c) Special Permit is _____

(d) Conditions and safeguards _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY RESO-
LUTION OF ZONING BOARD OF APPEALS

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

Contract Purchaser

The Undersigned ~~Applicant~~, being duly sworn, deposes and states that the information, statements and representations contained in this application

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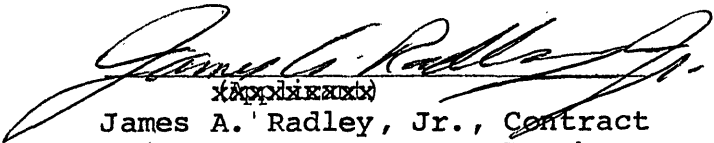
Contract Purchaser

information and belief. The ~~applicant~~ further understands and agrees that the

Zoning Board of Appeals may take action to rescind any variance or permit

granted if the conditions or situation presented herein are materially

changed.


~~(Applicant)~~
James A. Radley, Jr., Contract
Purchaser

Sworn to before me this

9th day of March, 197 8



CAROL A. LYNN

Notary Public, State of New York
Residing in Orange County
Commission expires March 30, 1978

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(a) Public Hearing date March 13, 1978

(b) Variance is _____

(c) Special Permit is _____

(d) Conditions and safeguards _____

A FORMAL DECISION WILL FOLLOW
WHICH WILL BE ADOPTED BY RESO-
LUTION OF ZONING BOARD OF APPEALS.

X. AFFIDAVIT.

STATE OF NEW YORK)
: ss.:
COUNTY OF ORANGE)

I, the undersigned, am an attorney admitted to practice in the Courts of New York State, and say that I am the attorney representing CRESCENZO SIMEONE, the applicant herein, and I have read the annexed Application for Variance and know the contents thereof and the same are true and accurate to the best of my knowledge or to the best of my information and belief. I further understand and agree that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

The reason I make this Affirmation instead of CRESCENZO SIMEONE (applicant) is because CRESCENZO SIMEONE resides outside the county where I have my offices.

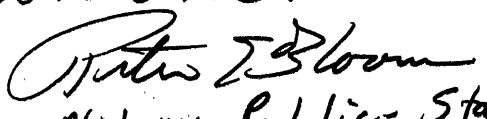
I affirm that the foregoing statements are true under penalties of perjury.

DATED: March 9, 1978


Gilbert Rashbaum, Esq.

185 Liberty Street
Newburgh, New York 12550
(914) 561-6100

Sworn to the 9th
day of March, 1978
before me.


Notary Public - State of N.Y.
My Comm. Expires 3/30/78

STATE OF NEW YORK)
: ss.:
COUNTY OF ORANGE)

I, the undersigned, am an attorney admitted to practice in the Courts of New York State, and say that I am the attorney representing CRESCENZO SIMEONE, the applicant herein, and I have read the annexed Application for Variance and know the contents thereof and the same are true and accurate to the best of my knowledge or to the best of my information and belief. I further understand and agree that the Zoning Board of Appeals may take action to rescind any variance or permit granted if the conditions or situation presented herein are materially changed.

The reason I make this Affirmation instead of CRESCENZO SIMEONE (applicant) is because CRESCENZO SIMEONE resides outside the county where I have my offices.

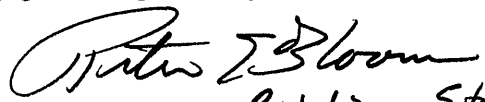
I affirm that the foregoing statements are true under penalties of perjury.

DATED: March 9, 1978


Gilbert Rashbaum, Esq.

185 Liberty Street
Newburgh, New York 12550
(914) 561-6100

Sworn to the 9th
day of March, 1978
before me.


Notary Public - State of N.Y.
My Comm. Expires 3/30/78

ZONING BOARD OF APPEALS
Town of New Windsor, New York 12550
(914) 565-8550

555 Union Avenue
New Windsor, N. Y.
March 17, 1978

Daniel J. Bloom, Esq.
Bloom & Bloom
P. O. Box 477
New Windsor, N. Y. 12584

RE: APPLICATION FOR USE VARIANCE #78-8
RADLEY/SIMEONE

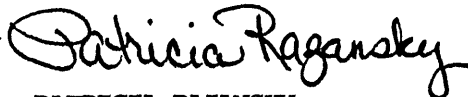
Dear Dan:

This is to confirm that the above application for a use variance was approved at the March 13, 1978 meeting of the Zoning Board of Appeals.

A formal decision will be drafted by the Board Attorney, Mr. Krieger, within the next few weeks with the stipulations and findings which were set forth at the hearing. As soon as the board approves the formal decision, I will transmit a copy to you.

If I can be of further assistance to you, please do not hesitate to contact me.

Very truly yours,



PATRICIA RAZANSKY
Secretary

/pr

cc: Ernest Spignardo, Chairman
Town Planning Board

Howard Collett, Bldg/Zoning Inspector

Public Hearing - 3/13/78 - Radley - 8p.m.

Names:

E Jesse

H Jesse

J Radley

Addresses:

6 Cannon Dr.

6 Cannon Dr.

757 Little Brit. Rd.

DELIVERED BY HAND

LAW OFFICES

Daniel J. Bloom
Peter F. Bloom

March 9, 1978

ROUTE 94 POST OFFICE BOX 477
(AT THE PROFESSIONAL CIRCLE)
VALES GATE, NEW YORK 12584

TELEPHONE (914) 561-6920

Mrs. Pat Razansky, Secretary
New Windsor Zoning Board of Appeals
555 Union Avenue
New Windsor, New York 12550

RE: Application for Use Variance (Accessory Use as Antique
Shop in Residential Zone) of James A. Radley, Jr. and
Crescenzo Simeone (Our File No. R-933)

Dear Pat:

Enclosed herewith and presented by hand please find an original
plus two copies of Application for Variance in the above matter
which is scheduled for a public hearing before the New Windsor
Zoning Board of Appeals on March 13, 1978, at 8:00 p.m.

Thank you for your cooperation.

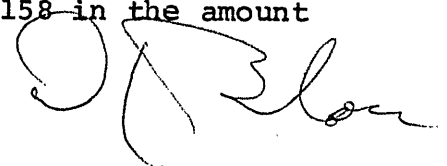
Sincerely yours,



DANIEL J. BLOOM

DJB/cal
Encs.

P.S. I also enclose herewith our check No. 8158 in the amount
of \$50.00 to cover the fee in this matter.





This Agreement,

Made and dated this 15th day of FEB
in the year One thousand nine hundred and Seventy Eight

Between CRESCENZO SIMONE, residing at 2366 East 3rd Street,
Brooklyn, Kings County, New York,

hereinafter described as the seller, and CONNIE P. RADLEY
JAMES A. RADLEY, JR., residing
at 757 Little Britain Road, New Windsor, Orange County, New York,

hereinafter described as the purchaser,

Witnesseth

ALL that certain lot, piece or parcel of land, together with the improvements thereon, known as Lot No. 2, Route 94, Block "B", on Amended Map of Gateway, Schoonmaker Bros., Inc., Town of New Windsor, Orange County, New York as made and amended September 16, 1963, by C. F. DiMarzio, L. S. No. 15985, and which amended map was filed October 15, 1963 as Map No. 2009, Orange County Clerk's Office, and which lot is more particularly bounded and described as follows:

BEGINNING at a point on the northerly line of Route 94, at the northeasterly corner of Lot No. 4, Route 94, Block "B", said point of beginning being South 61° 32' West 115.00 feet from the southwesterly corner of the lands of Morrow and continuing from thence along the easterly line of Lot No. 4, Route 94, Block "B", North 28° 28' West 138.69 feet; thence North 63° 37' East 102.51 feet; thence along the westerly line of the lands of Morrow, South 33° 47' East 135.54 feet to the northerly line of Route 94; thence along the northerly line of Route 94, South 61° 32' West 115.00 feet to the point of beginning.

SUBJECT TO an easement 20 feet in width along the entire easterly line of said lot and also 20 feet in width along the entire southerly line of said lot for the laying, maintenance and repair of sewer piping.

TOGETHER with a right in common with all others heretofore given or who hereafter may be given by the grantors or their assigns a right of ingress and egress over and upon the hereinabove mentioned proposed street lying in the front of the southerly side of the premises herein conveyed, as well as a similar right of way over and upon any continuation of said street or any connecting street or streets to afford and enable passage and re-

Office, and which lot is more particularly bounded and described as follows:

BEGINNING at a point on the northerly line of Route 94, at the northeasterly corner of Lot No. 4, Route 94, Block "B", said point of beginning being South 61° 32' West 115.00 feet from the southwesterly corner of the lands of Morrow and continuing from thence along the easterly line of Lot No. 4, Route 94, Block "B", North 28° 28' West 138.69 feet; thence North 63° 37' East 102.51 feet; thence along the westerly line of the lands of Morrow, South 33° 47' East 135.54 feet to the northerly line of Route 94; thence along the northerly line of Route 94, South 61° 32' West 115.00 feet to the point of beginning.

SUBJECT TO an easement 20 feet in width along the entire easterly line of said lot and also 20 feet in width along the entire southerly line of said lot for the laying, maintenance and repair of sewer piping.

TOGETHER with a right in common with ^{all} others heretofore given or who hereafter may be given by the grantors or their assigns a right of ingress and egress over and upon the hereinabove mentioned proposed street lying in the front of the southerly side of the premises herein conveyed, as well as a similar right of way over and upon any continuation of said street or any connecting street or streets to afford and enable passage and re-passage from the conveyed premises to and from Route 94.

SUBJECT to all grants of record heretofore given to Central Hudson Gas and Electric Corporation and New York Telephone Company.

Together with a right in common with all others given the same rights to water for ordinary domestic purposes from the well and any auxiliary well subsequently connected thereto which is located upon premises set aside for that purpose by the grantors, and which water may be transmitted to the instant premises by means of any pipe line running from said well or any auxiliary thereof upon payment from time to time to the owner of said well and/or auxiliary well and premises upon which located in accordance with any rates hereinafter established by any State or Municipal Agency.

The instant conveyance is subject to the following covenants and restrictions in respect to lots shown on Amended Map of Gateway, Map No. 2009, filed in Orange County Clerk's office on October 15, 1963.

1. That only one one-family residence dwelling may be erected on said premises together with garage for not more than two automobiles, and said premises occupied for residence purposes only, excepting that this shall not exclude usage by Doctors, Dentists, Lawyers and Real Estate ^{Brokers} and similar professions for home and office provided that exterior architecture of building is kept residential in appearance.

2. That no shack, shanty or trailer shall be erected or permitted on said premises.

3. That no unsightly, offensive or objectionable materials shall be stored or kept on said premises.

4. That no animals, livestock, fowl or chickens may be kept or maintained on said premises, but a reasonable number of household pets may be so maintained.

THAT the seller agrees to sell and convey, and the purchaser agrees to purchase:

ALL

BEING the same premises conveyed by Salvatore Carfora, Jr. and Geraldine G. Carfora, his wife to Crescenzo Simeone by Deed dated December 20th, 1965 and recorded in the Orange County Clerk's Office on in Liber 1733 of Deeds at page 273.

The price is

TWENTY NINE THOUSAND SEVEN HUNDRED (\$29,700.00) ----- Dollars
payable as follows:

ONE THOUSAND (\$1,000.00) -----Dollars
on the signing of this contract, the receipt whereof is hereby acknowledged;

TWENTY EIGHT THOUSAND SEVEN HUNDRED (\$28,700.00)----- Dollars
in cash or certified check on the delivery of the deed as hereinafter provided;

Хуучнаар

[illegible]

12/10/2008

[illegible]

It is understood and agreed by and between the parties hereto that the purchaser shall have the right, privilege and option to cancel this contract and to have all payments made hereunder returned to him by the seller if purchaser does not receive a commitment for mortgage loan in the sum of at least \$24,700 at 8-1/2% per cent per annum for 20 years and to be guaranteed by the Veteran's Administration by the 1st day of April, 1978, and upon such cancellation, the purchaser shall be under no liability or responsibility hereunder.

This contract is subject to the purchaser obtaining a variance for the conduct of business of an Antique Shop on the premises. The purchaser is to make all of the necessary applications and bear the expense of said application which shall be carried out with due diligence and all possible dispatch. If no such variance is obtained by April 15th, 1978, then at the option of either party this contract shall be void and of no effect and all monies paid hereunder shall be returned and there shall be no liability on either party to the other.

The seller agrees to pay the points to be charged by the Lending Institution placing the mortgage, not to exceed 4 points.

The deed shall be delivered upon the receipt of said payments, at the office of

HERBST & RASHBAUM, ESQS.
185 Liberty St., Newburgh, New York at 2:00 o'clock in the afternoon, on or about the 1st day of May 19 78.

The deed shall be the usual Bargain & Sale deed with covenants ~~stuck~~
against Grantor's acts.
in proper statutory short form for record, and shall contain the clause specified in
Sub-division 5 of Section 13 of the Lien-Law. It shall be duly executed and ack-
nowledged by the seller, at the seller's expense, so as to convey to the purchaser the

TWENTY EIGHT THOUSAND SEVEN HUNDRED (\$28,700.00) ----- Dollars

in cash or certified check on the delivery of the deed as hereinafter provided;

~~XXXXXXXX~~

~~the following title and its xxxxxxxxxxxxxxxxxxxxxxxxxx number in the document was x b 7 c x b 7 d~~
~~said xxxxxxxx leaving intact all the rest of xxxxxxxx per centum non unum xxxxxxxx~~

1294222

[illegible]

It is understood and agreed by and between the parties hereto that the purchaser shall have the right, privilege and option to cancel this contract and to have all payments made hereunder returned to him by the seller if purchaser does not receive a commitment for mortgage loan in the sum of at least \$21,700 at 8-1/2% per cent per annum for 20 years and to be guaranteed by the Veteran's Administration by the 1st day of April, 1978, and upon such cancellation, the purchaser shall be under no liability or responsibility hereunder.

This contract is subject to the purchaser obtaining a variance for the conduct of business of an Antique Shop on the premises. The purchaser is to make all of the necessary applications and bear the expense of said application which shall be carried out with due diligence and all possible dispatch. If no such variance is obtained by April 15th, 1978, then at the option of either party this contract shall be void and of no effect and all monies paid hereunder shall be returned and there shall be no liability on either party to the other.

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The deed shall be the usual Bargain & Sale deed with covenants ~~stated~~
against Grantor's acts.
in proper statutory short form for record, and shall contain the clause specified in
Sub-division 5 of Section 13 of the Lien-Law. It shall be duly executed and ack-
nowledged by the seller, at the seller's expense, so as to convey to the purchaser the
fee simple of said premises, free of all encumbrances, except as herein stated.

If a purchase money mortgage is to be given in this transaction, it shall be drawn by the attorney for the seller and the recording fees and mortgage tax, the cost of the United States Internal Revenue stamps, if any, and the charge for drawing the Bond and Mortgage shall be paid by the purchaser.

RIDER TO CONTRACT

STEELE TO RADLEY

Anything to the contrary herein notwithstanding, it is further specifically understood and agreed by and between the parties hereto as follows:

1. This contract is subject to the purchaser's obtaining at his sole expense, within 45 days of the execution of this contract, a survey of the premises and said survey revealing that the house is located entirely within the lot lines and that title is marketable.
2. This contract is also subject to the sellers' obtaining, at the sellers' expense, a termite inspection of the premises and said inspection revealing that the same are free from infestation.
3. This contract is subject to the purchaser's obtaining, at his sole expense, title insurance on the premises from a nationally recognized title insurance company, authorized to do business in the State of New York, and that said title is marketable.
4. Sellers specifically warrant and represent, said warranty not to survive the passing of the deed, that all plumbing, heating, electrical and septic systems on the premises will be in working order as of the date of closing of title.
5. The execution of the printed form of this contract of sale shall constitute an acceptance of all of the terms set forth in this rider.

It is expressly agreed that, notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest money or otherwise be obligated to complete the purchase of the property described herein, if the contract purchase price or cost exceeds the reasonable value of the property established by the Veterans Administration. The purchaser shall however, have the privilege and option of proceeding with the consummation of this contract without regard to the amount of reasonable value established by the VA.

LAW OFFICES

Daniel J. Bloom

Peter F. Bloom

ROUTE 94 POST OFFICE BOX 477
VALE GATE, NEW YORK 12984

All buildings on the premises are represented as owned by the seller and are included in the sale. All plumbing, heating, lighting fixtures (except portable lamps and stoves), shades, screens, blinds, awnings, shrubbery and plants are also included in the sale, cooking range and oven, aluminum storm windows and screens as are now on the premises.

Rents, taxes, water rates, interest on mortgages and fire insurance premiums, if any, are to be apportioned.

If there be a water meter on the premises, the seller shall furnish a reading to a date not more than thirty days prior to the time herein set for closing title, and the unfixed meter charge for the intervening time shall be apportioned on the basis of such last meter reading.

All sums paid on account of this contract, and the reasonable expense of the examination of the title to said premises, are hereby made liens thereon, but such liens shall not continue after default by the purchaser under this contract.

The risk of loss or damage to said premises by fire until the delivery of the deed, is assumed by the seller.

The premises above described are sold subject to building and zoning ordinances and restrictions of record, if any.

The stipulations herein are to apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

The seller agrees that JOHN J. LEASE
brought about this sale and agrees to pay the broker's commission of
ONE THOUSAND NINE HUNDRED NINETY FIVE (\$1,995.00) Dollars therefor.

In Witness Whereof, the parties hereto have set their hands and seals (or caused these presents to be subscribed by a duly authorized officer and its corporate seal affixed) the day and year first above written.

John J. Lease, Broker
Charles H. Lease, Broker

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In Witness Whereof, the parties hereto have set their hands and seals (or caused these presents to be subscribed by a duly authorized officer and its corporate seal affixed) the day and year first above written.

In Presence of

CRESZENZO SIMEONE

JAMES A. RADLEY, JR.

CONNIE P. RADLEY

PUBLIC NOTICE OF HEARING BEFORE

ZONING BOARD OF APPEALS

TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the
TOWN OF NEW WINDSOR, New York will hold a Public Hearing
pursuant to Section 48-33A of the Zoning Ordinance on the
following proposition:

Appeal No. 8

Request of Crescenzo Simeone and James A. Radley, Jr.

for a VARIANCE ~~SPECIAL USE PERMIT~~ of

the regulations of the Zoning Ordinance, to permit
the use of the instant premises, in an accessory
manner, as an antique shop in conjunction with
the residence of the owner.

being a VARIANCE ~~SPECIAL USE PERMIT~~ of

Sections 48-8, 48-9, and 48-10

for property situated as follows:

On the westerly side of NYS Route 94, bounded on
the north by "Morrow" and on the south by "Kiss"
and designated on the Tax Map as 45-1-7.

SAID HEARING will take place on the 13th day of March, 1978,
at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y.
beginning at 8 o'clock P. M.

Chairman
Mark Stortecky